

PROMISSORY NOTE

AMOUNT: \$500,000

MATURITY DATE: March 1, 2021

FOR VALUE RECEIVED, George L. Noble (the "Borrower"), of legal age, executive and resident of White Plains, NY, hereby promises to pay to the order of Tragara Holdings LLC (the "Lender") and the Lender's successors and assigns, at such place as may be designated by the Lender or by any subsequent holder by endorsement of this Promissory Note, the principal amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) plus Interest (as defined herein).

The Borrower intends to invest the \$500,000 in accordance with his investment activities at Shay Capital, ("the Employer").

The interest on the Promissory Note (the "Loan") will consist of the following two components (together, the "Interest"):

- i) 2% annual interest (determined on a daily basis, compounded annually) (the "Base Rate") and
- ii) an amount equal to 2/3 of his share of the profits generated on the \$500,000 invested in an account at the Employer (the "Participatory Return")

All unpaid principal and Interest on the Promissory Note shall be fully repaid by the Borrower to the Lender on or before March 1, 2021 (the "Maturity Date").

The Lender and Borrower intend that all Interest under this Promissory Note be treated as interest, and that the Lender and the Borrower are not creating or forming a partnership for state, federal or taxation purposes. Accordingly, the borrow covenants and agrees to provide a Form 1099 interest statement to the Lender for each taxable year for which interest is earner. Further, Borrower covenants and agrees not to take any tax position that is inconsistent with the treatment of the Interest as interest hereunder

The Borrower may accelerate the payment of the Participatory Return at any time, without penalty, but not later than the Maturity Date provided, however, that any such payments shall first be applied to Interest.

At the election of the Lender, the Maturity Date may be extended or renewed by the Lender for additional periods in the exercise of its sole and absolute discretion.

All payments due to the Lender under this Promissory Note shall be made in lawful money of the United States of America and in immediately available funds.

The Borrower's failure to comply with timely repayment of all amounts unpaid and outstanding due to the Lender hereunder shall be deemed an event of default which shall entitle the Lender to all rights and remedies available at law or in equity to recover from the Borrower all monies and amounts due, owing and payable hereunder, including the acceleration of the stated maturity of the Promissory Note.

The Borrower hereby expressly waives all protest, presentment, demand for payment, notice of dishonor, notice of nonpayment, and any and all other requirements with respect to notices or demands in connection with the delivery, acceptance, performance, default, or enforcement of this Promissory Note.

This Promissory Note shall be binding on the successors and assigns of the Borrower.

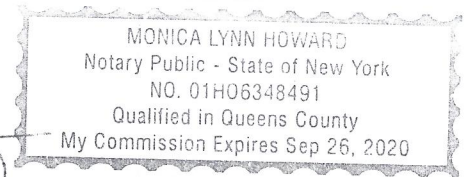
In NewYork, N.Y. as of September 3, 2020

George Z. Noble

Name:

Affidavit Number _____





Acknowledged and subscribed to before me by, of legal age, executive and resident of New York, personally known to me, in this 3 day of September 2020.

Tragara Holdings LLC
789 Crandon Boulevard-PH1
Key Biscayne, FL 33149

EIN: 83-3432434

DELIVERY AFFIDAVIT

I, George Noble of White Plains, NY hereby under oath declare that I have delivered, in the city of New York, NY on this 3rd day of September 2020, the promissory note of same date amounting to \$500000 to Marc Rothfeldt of Key Biscayne, FL as manager of Tragara Holdings LLC, a Delaware company (the lender), attached hereto.

George Noble

George Noble

Marc Rothfeldt

Marc Rothfeldt
Tragara Holdings LLC

Monica Howard
Name: Monica Howard

Acknowledge and subscribed to before me by, of legal age, executive and resident of New York, personally known to me, in this 3 September 2020.

